

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

DR. ROBERT LEDERER,

Plaintiff,

V.

JOHN SNOW, INC. AND  
THE JOHNS HOPKINS UNIVERSITY  
CENTER FOR COMMUNICATION  
PROGRAMS,

## Defendants

CIVIL ACTION NO. 04-cv-10284-JGD

**REPLY OF JOHN SNOW, INC.**  
**IN FURTHER SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

## Argument

### 1. Plaintiff's Claim Is Barred By The Parol Evidence Rule.

As demonstrated in Johns Hopkins' reply brief, which John Snow adopts and incorporates by reference, plaintiff's contract claim is barred by the parol evidence rule because it rests on evidence of an alleged oral agreement for a long term engagement even though plaintiff does not dispute the fact that the written agreement he signed was expressly limited to a two-week engagement. Where, as here, all of the material terms are fully set forth in the written contract, the contract is fully integrated and extrinsic evidence is not admissible. (See Johns Hopkins' reply pp. 1-2). Even if the contract were not fully integrated, plaintiff cannot rely on extrinsic evidence of an alleged long term agreement because such evidence directly contradicts the express language of the two week written contract. (*Id.* pp. 2-3).

### 2. Plaintiff's Contract Claim Fails Because John Snow Was Not Responsible To Pay His Salary.

Plaintiff's opposition does not dispute the fact that John Snow was not responsible to pay his salary. (See John Snow's Statement of Material Undisputed Facts ¶18; see also *id.* ¶¶3, 11, 14; Memorandum Of Law In Support Of John Snow's Summary Judgment Motion pp. 8-9). This makes perfect sense, as plaintiff likewise does not dispute the fact that he was hired as a subcontractor to Johns Hopkins, not John Snow. (See John Snow's Statement of Material Undisputed Facts ¶¶3, 11, 14; Memorandum Of Law In Support Of John Snow's Summary Judgment Motion pp. 8-9).<sup>2</sup> Therefore, even if the contract claim was not barred by the parol evidence rule, John Snow is entitled to summary judgment

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<sup>2</sup> Nor does Robert Lederer dispute the fact that John Snow fully reimbursed all the expenses he incurred on his short term engagement. (See John Snow's Statement of Material Undisputed Facts ¶17; Memorandum Of Law In Support Of John Snow's Summary Judgment Motion pp. 8-9).

based on the undisputed fact that John Snow had no contractual obligation to pay Robert Lederer's salary.

**Conclusion**

For the foregoing reasons, and for the reasons set forth in its summary judgment motion and supporting memorandum and exhibits, John Snow, Inc. requests that its summary judgment motion be allowed.

JOHN SNOW, INC.

By its attorney,

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